

SUPER LAW GROUP, LLC

WRITER'S DIRECT DIAL: 212-242-2273
EMAIL: reed@superlawgroup.com

July 30, 2013

RECEIVED

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Via Certified Mail, Return Receipt Requested

H. Curtis Spalding
EPA Region 1 Administrator
Environmental Protection Agency
5 Post Office Square - Suite 100
Boston, MA 02109

OFFICE OF THE REGIONAL ADMINISTRATOR

Re: Soundkeeper, Inc., Connecticut Fund for the Environment, Inc. and
Conservation Law Foundation, Inc., v. Seymour Auto Wrecking,
United States District Court for the District of Connecticut,
Case No. 3:12-cv-00845-MPS

Dear Administrator Spalding,

Pursuant to 33 U.S.C. § 1365(c)(3) of the Clean Water Act (CWA), lead counsel for Plaintiffs Soundkeeper, Inc., Connecticut Fund for the Environment, Inc. and Conservation Law Foundation, Inc., provides the attached proposed consent decree between Plaintiffs and Seymour Auto Wrecking ("Seymour"), resolving alleged violations of the CWA and the General Permit for the Discharge of Stormwater Associated with Industrial Activity, issued by the Connecticut Department of Energy and Environmental Protection. The parties intend to file a joint motion for entry of consent judgment with the United States District Court for the District of Connecticut. This motion will be brought before the Court following the 45-day period for U.S. government review of the consent decree required by 40 C.F.R. §135.5(b).

The consent decree provides that Seymour will make a supplemental environmental project payment of \$10,000 to Rivers Alliance of Connecticut, Inc., ("Rivers Alliance"), for use on projects relating to the reduction, mitigation and/or remediation of the effects of stormwater pollution of the or environmental restoration of or other benefit to the Bladens River, Naugatuck River, Housatonic River and/or Long Island Sound watersheds. We have attached written confirmation from the Rivers Alliance that it (1) has read the proposed settlement agreement; (2) will spend any monies it receives under the settlement agreement for the purposes specified in the agreement; (3) is a 501(c)(3) tax-exempt organization; and (4) will not use any money received under the settlement agreement for political lobbying activities.

H. Curtis Spalding
July 30, 2013
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By submitting this consent decree as requested, counsel for Plaintiffs asks the United States to promptly review the agreement and, if it does not object to dismissal of this action, to so notify the Court.

If you have any questions or concerns regarding this matter, please contact me.

Very truly yours,

Handwritten signature of Reed W. Super in black ink, with the initials "AH" at the end.

Reed W. Super
Super Law Group, LLC
131 Varick Street, Suite 1033
New York, NY 10013
(212) 242-2273
reed@superlawgroup.com

Attorney for Soundkeeper Inc.,
Connecticut Fund for the
Environment, Inc., and Conservation
Law Foundation, Inc.

Encls.

cc: (via Certified Mail Return Receipt)

Gina McCarthy, Administrator
Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Citizen Suit Coordinator
United States Department of Justice
Environment and Natural Resources Division
Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, D.C. 20044-7415

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SOUNDKEEPER, INC., CONNECTICUT FUND	:
FOR THE ENVIRONMENT, INC., and	:
CONSERVATION LAW FOUNDATION, INC.,	:
	: Case No. 3:12-cv-00845-MPS
Plaintiffs,	:
	:
v.	: [PROPOSED] CONSENT
	: DECREE
SEYMOUR AUTO WRECKING, INC.,	:
	:
Defendant.	:
-----	X

WHEREAS, Seymour operates under a primary Standard Industrial Classification (“SIC”) Code of 5015 and/or 5093 at the Facility, and is therefore subject to Connecticut’s General Permit for the Discharge of Stormwater Associated with Industrial Activity (the “General Permit”);

WHEREAS, Soundkeeper, CFE and CLF have alleged, in its June 6, 2012 complaint (the “Complaint”) and in notice of intent to sue (the “Notice Letter”) dated April 6, 2012, that Seymour has violated and continues to violate 33 U.S.C. §§ 1311(a) and 1342 by, inter alia, discharging polluted stormwater associated with industrial activity without coverage under the General Permit and by failing to comply with the conditions of the General Permit. Among other things, the General Permit requires development and implementation of a Stormwater Pollution Prevention Plan (“SWPPP”), stormwater monitoring, inspections, recordkeeping and reporting;

WHEREAS, following receipt of the Notice Letter, on May 5, 2012, and at the direction of the Connecticut Department of Energy and Environmental Protection (“DEEP”), Seymour developed one SWPPP for the Facility and submitted three registration forms, one for each parcel, to DEEP seeking coverage under the General Permit;

WHEREAS, on June 22, 2012, Soundkeeper, CFE and CLF sent comments on Seymour’s Registration Forms and SWPPP to DEEP, and subsequent conversations ensued between Soundkeeper, CFE, CLF and Seymour regarding Soundkeeper, CFE, CLF’s comments;

WHEREAS, DEEP requested that Seymour submit a separate SWPPP for each parcel;

WHEREAS, on July 14, 2012, Seymour submitted to DEEP a separate SWPPP for each of the three properties incorporating many of the changes requested by Soundkeeper, CFE, and CLF in their comments, and on August 14, 2012, DEEP issued authorization of coverage under Registration Nos. GSI002518 (107 New Haven Road), GSI002519 (96 New Haven Road), and GSI002520 (1 Silvermine Road);

WHEREAS, on September 18, 2012, DEEP inspected the Facility and prepared an inspection report, and on November 2, 2012, DEEP sent Seymour comments on Seymour’s SWPPPs, identifying changes needed to be made in Seymour’s SWPPPs and pollution control measures;

WHEREAS, on March 4, 2013, Seymour submitted revised SWPPPs to DEEP. DEEP has reviewed the revised SWPPPs and identified two inadequacies (failure to include a schedule for removal of contaminated soil from the 96 New Haven Road Site and to identify appropriate stormwater sampling locations in the PPP site map for the 107 New Haven Road site).

WHEREAS, on May 8, 2013, Seymour provided the revised SWPPPs to Soundkeeper, CFE and CLF;

WHEREAS, Soundkeeper, CFE, CLF and Seymour (collectively, “the Parties” or individually “Party”) agree that it is in their mutual interest to resolve this matter without the

taking of evidence or findings of fact or law, and the Parties would like to avoid prolonged and costly litigation;

WHEREAS, this Decree shall be submitted to the United States Department of Justice and the United States Environmental Protection Agency for the 45 day statutory review period, pursuant to 33 U.S.C. § 1365(c);

NOW, THEREFORE, without the trial of any issue of fact or law, without the admission by Seymour of any of the facts or violations alleged in the Complaint, upon consent of the Parties, and upon consideration of the mutual promises contained herein,

**IT IS HEREBY STIPULATED BETWEEN THE PARTIES AND ORDERED,
ADJUDGED AND DECREED BY THE COURT as follows:**

I. DEFINED TERMS

The defined terms set forth in the foregoing recitals are hereby incorporated into the body of this Decree and are made a part hereof. In addition, the following terms used in this Decree have the meaning set forth below:

1. Effective Date: the day the Court enters this Decree after the expiration of the forty-five (45) day review period required by 33 U.S.C. § 1365(c)(3).
2. Facility: the industrial facility and real property located at 1 Silvermine Road, 96 New Haven Road, and 107 New Haven Road, Seymour, CT 06483 operated by Seymour.
3. Term of this Decree: the period beginning on the Effective Date and ending two (2) years from the date of the Effective Date.

II. JURISDICTION AND VENUE

4. Jurisdiction over this action is conferred by 28 U.S.C. § 1331 (federal question) and 33 U.S.C. § 1365(a) (Clean Water Act jurisdiction). Plaintiffs have standing and have complied with the statutory notice requirements under 33 U.S.C. § 1365(a)(1), and the corresponding regulations at 40 C.F.R. § 135.2. An actual, justiciable controversy exists between Plaintiffs and Defendant. The requested relief is proper under 28 U.S.C. §§ 2201, 2202 and 33 U.S.C. § 1365(a).
5. Venue is properly vested in this Court pursuant to 33 U.S.C. § 1365(c)(1), because the events giving rise to this action occurred at the Facility, and in the Bladens River, Naugatuck River, Housatonic River and Long Island Sound Watersheds, which are located within this judicial district.

6. For purposes of this Decree, or any action to enforce this Decree, Seymour consents to the Court's jurisdiction over this Decree and any such action and over Seymour. For purposes of this Decree, Seymour consents to venue in this judicial district.

III. SWPPP COMPLIANCE PROGRAM

7. No later than thirty (30) days after the Effective Date, Seymour shall revise its SWPPP for the 96 New Haven Road Site to address the removal of the impacted soil identified by DEEP in the Inspection Report for 96 New Haven Road dated September 18, 2012, which soil, inclusive of the soil excavated from the area near the mobile crusher and stockpiled onsite, is estimated to be no more than 8 cubic yards.
8. No later than thirty (30) days after the Effective Date, Seymour shall revise its SWPPP for the 107 New Haven Road Site to identify all appropriate stormwater sampling locations on the site map.
9. Seymour shall provide a copy of its revised SWPPP to Soundkeeper, CFE and CLF at the same time Seymour sends it to DEEP and within thirty (30) days of making the revisions described in Paragraphs 7 and 8, above.
10. Seymour will implement the SWPPPs at the Facility in compliance with the terms of the General Permit, which is hereby incorporated into this Decree, and the Clean Water Act.

IV. MONITORING PROGRAM

11. Seymour will sample its stormwater discharges in accordance with the requirements in Sections 5(e) and, if applicable, 5(g) of the General Permit, and in accordance with the SWPPP for each property. Seymour shall report its monitoring results to DEEP in accordance with Sections 5(h) and 5(e) of the General Permit and shall provide a copy of each report to Soundkeeper, CFE and CLF at the same time it sends those results to DEEP.
11. Seymour will comply with all inspection requirements of the General Permit including, but not limited to, those in Sections 5(d) and 5(f). Seymour will send a copy of each inspection and/or sampling result to Soundkeeper, CFE and CLF at the same time it sends those results to DEEP.
12. Seymour may take additional samples of its stormwater discharges. If it does so, Seymour shall send a copy of each such inspection and/or sampling result to Soundkeeper, CFE and CLF at the same time it sends those results to DEEP.
13. If Seymour is required by DEEP to amend its SWPPPs for any reason including but not limited to the reasons enumerated in General Permit Section 5(c) (5), Seymour shall provide a copy to Soundkeeper, CFE and CLF of any written submittals made to DEEP at the same time as it sends such documentation to DEEP.

14. Seymour shall maintain written documentation at the Facility describing all inspections and assessments required under applicable provisions of the General Permit or of this Decree. Seymour shall forward copies of such documentation to Soundkeeper, CFE and CLF on a quarterly basis, within thirty (30) days of the close of each quarter, for the first year after the Effective Date and on an annual basis for the remainder of the Term of this Decree, within thirty (30) days of the close of the year.

V. SEP PAYMENTS AND REIMBURSEMENT OF LITIGATION COSTS

15. Supplemental Environmental Project (SEP) Payment: Seymour shall make a payment of ten thousand dollars (\$10,000) to Rivers Alliance of Connecticut, P.O. Box 1797, 7 West Street, 3rd Floor, Litchfield, CT 06759, tel: 860-361-9349, for use on projects relating to the reduction, mitigation, and/or remediation of the effects of stormwater pollution or environmental restoration of or other benefit to the Bladens River, Naugatuck River, Housatonic River and/or Long Island Sound watersheds. Seymour shall notify Soundkeeper, CFE and CLF in writing concurrently when the SEP payment is made and provide a copy of the check. None of this SEP payment shall be disbursed to Soundkeeper, CFE or CLF. The SEP payments shall be made in the form of certified bank checks no later than the deadlines set forth below:

\$5,000 to be paid within twenty one (21) months of the Effective Date

\$5,000 to be paid within twenty four (24) months of the Effective Date

16. If Seymour fails to provide any required documentation to DEEP or Soundkeeper, CFE and CLF by the deadlines required by the General Permit or this Decree, Seymour will make an additional SEP payment of one hundred dollars (\$100) for each instance of failure to provide information and/or documentation and/or missed deadline. Payment shall be made in the form of a certified bank check to the Rivers Alliance of Connecticut, P.O. Box 1797, 7 West Street, 3rd Floor, Litchfield, CT 06759, tel: 860-361-9349, for environmental restoration of or other benefit to the Bladens River, Naugatuck River, Housatonic River and/or Long Island Sound watersheds. Payment of each additional amount shall be due fourteen (14) days following each missed deadline. Seymour shall notify Soundkeeper, CFE and CLF in writing concurrently each time a payment is made and provide a copy of each check. None of these additional SEP payments shall be disbursed to Soundkeeper, CFE or CLF.
17. Seymour shall pay a sum of thirty-four thousand dollars (\$34,000) as full and complete satisfaction of Soundkeeper, CFE and CLF's claim for attorneys' fees and costs incurred to date in this matter. The payment shall be made by certified bank check addressed to and made out to Super Law Group, LLC, 131 Varick Street, Suite 1033, New York, NY, 10013, tel: 212-242-2355, and shall be made on or before the deadlines set forth below:

\$6,000 to be paid within thirty (30) days of the Effective Date

\$6,000 to be paid within four (4) months of the Effective Date

\$6,000 to be paid within eight (8) months of the Effective Date

\$6,000 to be paid within eleven (11) months of the Effective Date

\$5,000 to be paid within fifteen (15) months of the Effective Date
\$5,000 to be paid within eighteen (18) months of the Effective Date

18. In the event that any SEP payment or reimbursement of litigation costs owed by Seymour under the Decree is not made on or before the due date, Seymour shall be deemed in default of its obligations under the Decree, and, at Plaintiffs' discretion based on written notification to Seymour, all of the outstanding payment obligations under this Decree shall be accelerated such that they shall be immediately due and owing notwithstanding any payment schedule set forth in this Decree. In addition to a continued requirement to make the payment, Seymour will pay ten (10) percent annual interest, accruing daily, on any unpaid balance.

VI. EFFECT OF DECREE

19. Upon Court approval and entry of this Consent Decree, Soundkeeper, CFE and CLF covenant not to sue and release Seymour (including its representatives, assigns, agents, employees, officers, attorneys and consultants) from any and all claims, causes of action, or liability under Section 505 of the Clean Water Act, 33 U.S.C. § 1365, for damages, penalties, fines, injunctive relief, or any other claim or relief (i) relating to or resulting from noncompliance with the General Permit at the Facility occurring prior to the Effective Date, and (ii) for any past violations of the Clean Water Act at the Facility alleged, or that could have been alleged, in the Complaint. Notwithstanding the foregoing, if Seymour conducts industrial activities on any parcels other than 1 Silvermine Road, 96 New Haven Road, or 107 New Haven Road, Seymour, CT 06483, the covenant not to sue and release contained in this paragraph shall not apply to claims, causes of action, or liability relating to such other parcels. This Paragraph does not constitute a waiver or release of any claims relating to the enforcement of this Decree. Soundkeeper, CFE and CLF do not waive their right to bring a future action for injunctive or declaratory relief, penalties, and attorneys' fees and costs based on stormwater discharges that occur after the expiration of the Term of this Decree.
20. Seymour will comply fully with the General Permit and any permit modification, individual permit, or General Permit reissuance applicable to the Facility during the Term of this Decree.
21. Seymour releases and discharges Soundkeeper, CFE and CLF, their representatives, assigns, agents, employees, officers, attorneys and consultants, including those who have held positions in the past, from any and all claims, liability, demands, penalties, costs, and causes of action of every nature in connection with this action.
22. Soundkeeper, CFE and CLF do not by consent to the Decree warrant or aver in any manner that Seymour's compliance with this Decree will constitute or result in compliance with federal or state law or regulation. Nothing in this Decree shall be construed to affect or limit in any way the obligation of Seymour to comply with all federal, state, and local laws and regulations governing any activity required by this Decree.

23. All payments to Soundkeeper, CFE or CLF for reimbursement of their litigation costs pursuant to this Decree shall be made in form of a certified bank check. Any check issued for such payment pursuant to this Decree must be received by Soundkeeper, CFE or CLF no later than the date specified in this Decree.
24. Seymour agrees that as a condition of transfer of ownership or control of the Facility to an entity independent of Seymour, for an industrial use subject to the General Permit, the new owner or operator will be informed in writing of this Decree and of its requirements to comply with the General Permit.

VII. REVIEW AND TERM OF DECREE

25. The Parties recognize that, pursuant to 33 U.S.C. § 1365(c)(3), this Decree cannot be entered until forty-five (45) days after the receipt of a copy of the proposed Decree by the United States Attorney General and the EPA. Therefore, upon signing of this decree by the Parties, Soundkeeper, CFE and CLF shall serve copies of this Decree upon the EPA Administrator, the Regional EPA Administrator, and the Attorney General for review, as required by 40 C.P.R. § 135.5. If for any reason the United States should decline to approve this Decree in the form presented, the Parties agree to continue negotiations in good faith to cure any objection to entry of this Decree raised by the United States.
26. Upon the expiration of the forty-five-day review period provided by 33 U.S.C. § 1365(c)(3), the Parties will jointly move the Court for entry of this Decree. This Decree shall take effect on the date it is entered by this Court and shall terminate two (2) years from when it is entered by the Court; provided, however, that if Seymour has not complied with any provision of this Decree by the end the Term, the Decree shall not terminate until such provision(s) have been complied with and Soundkeeper, CFE and CLF may seek to enforce this Decree after the end of the Term, if any of Seymour's obligations are outstanding at that time.
27. If for any reason the Court should decline to approve this Decree in the form presented, the Parties agree to continue negotiations in good faith in an attempt to cure any objection raised by the Court to entry of this Decree.

VIII. MODIFICATION AND ENFORCEMENT OF DECREE

28. This Decree may be modified only upon written consent of the Parties and the approval of the Court.
29. The United States District Court for the District of Connecticut shall retain and will have jurisdiction over the Parties to this Decree for the resolution of any disputes that may arise under this Decree. This Court shall also allow this action to be reopened for the purpose of enabling the Parties to this Decree to apply to the Court for any further order that may be necessary to construe, carry out, enforce compliance and/or resolve any dispute regarding the terms or conditions of this Decree.

30. Soundkeeper, CFE and CLF will provide Seymour with seven (7) calendar days written notice prior to initiating court proceedings to enforce this Decree. Such notice shall be given as provided in Paragraph 32 of this Decree.

IX. MISCELLANEOUS PROVISIONS

31. **Entire Agreement.** This Decree constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written, among the Parties.
32. **Notices.** Any notice, demand, copies of documents and other communications required to be made under the provisions of this Decree (collectively, "Notices") by any Party hereto shall be effective only if in writing and (a) personally served, (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized courier service (i.e., Federal Express) for next-day delivery, to be confirmed in writing by such courier. Notices shall be directed to the Parties at their respective addresses set forth below. Notices given in the foregoing manner shall be deemed given (a) when actually received or refused by the party to whom sent if delivered by courier, or (b) if mailed, on the day of actual delivery as shown by the addressee's registered or certified mail receipt or at the expiration of three (3) business days after the date of mailing, whichever first occurs.

Notices for Soundkeeper, CFE and CLF shall be sent to:

Reed W. Super, Esq.
Super Law Group, LLC
131 Varick Street, Suite 1033
New York, New York 10013
Attorney for Soundkeeper, CFE and CLF

Notices sent to the individual listed above at the address listed above shall be deemed as notice to Soundkeeper, CFE and CLF.

Notice for Seymour shall be sent to:

Gregory Hubyk
Seymour Auto Wrecking, Inc.
107 New Haven Road
Seymour, Connecticut 06483

With a copy to:

David J. Monz, Esq.
Updike Kelly & Spellacy, PC

265 Church Street
New Haven, Connecticut 06510
Attorney for Seymour

Notices sent to the individuals listed above at the addresses listed above shall be deemed as notice to Seymour.

Each Party shall promptly notify the other Party of any change in the above-listed contact information by using the procedures set forth in this paragraph.

33. **Authorization.** Each person signing this Decree represents and warrants that s/he has been duly authorized to enter into this Decree by the Party on whose behalf it is indicated that the person is signing.
34. **Successors and Assigns.** This Decree shall be binding upon and inure to the benefit of the Parties and their respective representatives, heirs, executors, administrators, successors, officers, directors, agents, attorneys, employees and permitted assigns.
35. **Interpretation.** The provisions contained herein shall not be construed in favor of or against any Party because that party or its counsel drafted this Decree, but shall be construed as if all Parties prepared this Decree, and any rules of construction to the contrary are hereby specifically waived. The terms of this Decree were negotiated at arm's length by the Parties hereto.
36. **Headings.** The section and paragraph headings contained in this Decree are for reference purposes only and shall not affect in any way the meaning or interpretation of this Decree.
37. **Counterparts.** This Decree may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Decree.
38. **Severability.** In the event that any of the provisions of this Decree are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

SOUNDKEEPER, INC.

BY: Terrence Back DATE: _____

TITLE: 7/27/13 EXEC Director

CONNECTICUT FUND FOR THE ENVIRONMENT, INC.

BY: *Raymond Raybala* DATE: 7/26/2013
TITLE: *Legal Director*

CONSERVATION LAW FOUNDATION, INC.

BY: _____ DATE: _____

TITLE: _____

SEYMOUR AUTO WRECKING, INC.

BY: _____ DATE: _____

TITLE: _____

ENTERED and DATED this _____ day of _____, 2013

Honorable Michael P. Shea
United States District Judge

CONNECTICUT FUND FOR THE ENVIRONMENT, INC.

BY: _____ DATE: _____

TITLE: _____

CONSERVATION LAW FOUNDATION, INC.

BY: C. M. Kih DATE: 7/25/13

TITLE: Vice President

SEYMOUR AUTO WRECKING, INC.

BY: _____ DATE: _____

TITLE: _____

ENTERED and DATED this__ day of _____, 2013

Honorable Michael P. Shea
United States District Judge

CONNECTICUT FUND FOR THE ENVIRONMENT, INC.

BY: _____ DATE: _____

TITLE: _____

CONSERVATION LAW FOUNDATION, INC.

BY: _____ DATE: _____

TITLE: _____

SEYMOUR AUTO WRECKING, INC.

BY: My 7thlyk DATE: 7/25/13

TITLE: vice president

ENTERED and DATED this__ day of _____, 2013

Honorable Michael P. Shea
United States District Judge



Rivers Alliance of Connecticut

BOARD

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James Creighton
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Tony Mitchell

Citizen Suit Coordinator
Environment and Natural Resources Division
Law and Policy Section
P.O. Box 4390
Ben Franklin Station
Washington, D.C. 20044-4390

April 17, 2013

Re: Proposed Consent Decree Case No. 3:12-cv-00845-MPS,
Seymour Auto Wrecking, Seymour, CT

Dear Citizen Suit Coordinator:

Rivers Alliance of Connecticut, Inc., is a 501(c)(3) nonprofit organization dedicated to the protection and restoration of rivers and all waters in Connecticut. We were founded in 1992, and our tax identification number is 06-1361719. We assist local watershed groups, provide educational programs on the value of water resources, and work to establish sound policies and practices for water management.

We have received and read the proposed consent decree relating to Seymour Auto Wrecking, in which Rivers Alliance is named as the recipient of \$10,000 "for use on projects relating to the reduction, mitigation, and/or remediation of the effects of stormwater pollution or environmental restoration of or other benefit to the Bladens River, Naugatuck River, Housatonic River and/or Long Island Sound watersheds."

We have a strong interest in the Naugatuck and its tributaries, including Bladens Brook (River), and two years ago co-hosted, with Connecticut Community Foundation, a day-long Naugatuck River forum. As you may know, the river is still one of the most impaired in the state; on the other hand, the state, the towns, several organizations, and many individual volunteers have worked to improve river conditions. The Naugatuck River is now used for recreation to an extent unimaginable ten years ago.

We have worked with the following partners (among others) on matters relating to the Naugatuck River: Housatonic Valley Association (HVA); Naugatuck River Revival Group; Naugatuck River Watershed Association; and Naugatuck River Trout Unlimited. In considering how best to serve the river in Seymour, these groups and Rivers Alliance believe that a clean-up of trash followed by plantings of native vegetation would improve water quality by retarding stormwater flows and providing shade. Our first attention would be to the mouth of Bladens Brook or other

A tax-exempt
organization under
501 (c) (3) of the
Internal Revenue
Code

nearby areas that have the potential to provide thermal refuge. We anticipate good volunteer participation.

HVA presently has a pending grant request to Long Island Sound Study to work with commissions in Seymour to encourage low-impact development (as opposed to high impact development). We have discussed the education value of having a new, natural buffer as a demonstration.

Rivers Alliance will manage and oversee the funding for this project so that the funds will serve to fulfill the purpose of the consent decree. No portion of the funds received from this settlement will be awarded to the Conservation Law Foundation or other parties to the agreement. Nor will any portion of the funds be used for lobbying or other political activities.

Thank you for helping to conserve rivers in Connecticut. If you need more information, please let me know.

Sincerely,

A handwritten signature in cursive script, reading "Margaret Miner". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Margaret Miner
Executive Director